

EXHIBIT C

TANNENBAUM HELPERN SYRACUSE & HIRSCHTRITT LLP

900 THIRD AVENUE
NEW YORK, NEW YORK 10022
(212) 508-6700
FACSIMILE: (212) 371-1084

December 6, 2018

Via Email and Certified Mail

Mike Tenore
Troika Media Group, Inc.
101 S. La Brea Avenue
Los Angeles, CA 90036

David Guin
Withers Bergman LLP
430 Park Avenue, 10th Floor
New York, NY 10022

Re: Mission-Troika

Dear Mike and David:

We are counsel to James and Nicola Stephenson (the “Sellers”). As you know, we represented the Sellers in connection with the sale of certain goodwill from Nicola and the sale of certain equity in MissionCulture LLC and Mission-Media Holdings Limited from James and Nicola to your clients Troika Media Group, Inc. and Troika-Mission Holdings, Inc. (the “Transaction”) pursuant to that certain Goodwill Purchase Agreement and that certain Equity Purchase Agreement, each dated as of June 29, 2018, and the exhibits thereto (the “Transaction Documents”).

I understand that yesterday our clients respective had a meeting and subsequent phone calls that were quite contentious. The Sellers have, for a number of months, been expressing reservations about Troika’s solvency and funding plan. These concerns have not been adequately addressed. In fact, Troika imposed an intra-company loan on Mission that I understand was to be quickly returned in a matter of weeks. Those weeks have now become months and Nicola is finding it impossible to operate the Mission business in the ordinary course with stretched payables and inadequate working capital and liquidity.

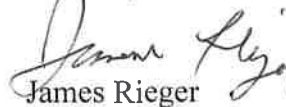
I am afraid that the recent acrimony and lack of progress on pressing issues is leading the parties down an inevitable path. I am writing to urge the two of you to meet with me as soon as possible, as corporate transactional attorneys in a spirit of cooperation, to find a path toward an amicable resolution.

This letter does not purport to list all of the rights or remedies available to the Sellers under the Transaction Documents or otherwise, all of which are expressly reserved.

Neither the contents of this letter, nor any delay in the enforcement or execution of any available remedies by Sellers shall constitute or be construed to state or imply (i) that Sellers have waived, released, modified, or amended any of the terms or provisions of the Transaction Documents, (ii) that Sellers have waived any default or breach or (iii) that Sellers have terminated, waived, released, limited, prejudiced or otherwise altered any of their rights and remedies under the Transaction Documents or applicable law, in equity or otherwise, in respect of the same.

I can be reached at (212) 508-6728. I look forward to sitting down with both of you in an attempt to reach an amicable resolution of this looming crisis.

Sincerely,



James Rieger